

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS & RECREATION

**REQUEST FOR PROPOSAL:
TENNIS COURT MANAGEMENT SERVICES
*RFP #12-31***

Pre-Proposal Conference: January 5, 2012 at 10:00 a.m.

Proposal Submittal Date: January 12, 2012 at 10:00 a.m.

DECEMBER 2011

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

January 9, 2012

ADDENDUM #1

REQUEST FOR PROPOSAL #12-31

TENNIS COURT MANAGEMENT SERVICES

THIS ADDENDUM IS TO: **Answer the following item from the Pre-Bid Conference and an addition question:**

Q1. Is Clay Court Management responsible for setup and breakdown of courts?

A1. Yes, the entire operation from setup, maintain and breakdown.

Q2. In the past this attachment had a space for proposer to offer additional financial incentive. There is no such opening here. Is it acceptable for the proposer to make such an offer?

A2. Additional offers above and beyond the actual request will not increase the proposer's chances of being awarded.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.



Rositha Durham

Chief Procurement Officer

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
December 22, 2011**

REQUEST FOR PROPOSAL No. 12-31

TENNIS COURT MANAGEMENT SERVICES

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a **Tennis Court Maintenance & Management Firm** to provide clay court maintenance at the Newton Centre courts and operate a lesson program City wide for residents to include city wide tournament for the City of Newton Parks and Recreation Department. The comparative judgments of technical factors, in addition to price, will be necessary.

It is essential that the City retain the services of a management firm with the appropriate background to operate the Newton Centre Tennis Courts and city wide tennis lesson program so that the residents of Newton will be assured they will be provided a tennis facility and program that is professionally managed and expertly maintained. The City's evaluation committee shall review, evaluate and rate each Tennis Management Firm's technical information on clay court management and tennis lesson and tournament information. After this rating has been reviewed and accepted, the City will open price proposals. It is the policy of the City to continually improve the quality of tennis being offered at an affordable price to its patrons. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the Tennis Management Firm the City determines most advantageous. The City is looking for proposals that will allow the operator to continually meet these goals and improve the quality of tennis being offered to the public. The RFP process will enable the City to provide higher ratings to management firms whose experience in public and private tennis court operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public and private tennis courts.

The proposal offering to pay the highest percentage of gross revenues may not necessarily be the most advantageous proposal with respect to the above qualities.

II. PURPOSE

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified tennis court operators to manage and maintain the Newton Centre Clay Tennis Courts at no cost to the City except utilities. The services to be provided include the following: manage, maintain, and operate the tennis courts as public courts in accordance with a formal management agreement.

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified Tennis Management Firms to manage all aspects of a tennis lesson program for the city using courts at various locations City Wide. The services to be provided include but are not limited to the following: advertising, registration, maintaining web site for purposes of information on class cancellation or up to date registration information in class availability, accounting of receipts and deposits consistent with department and city accounting procedures

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified Tennis Management Firm to provide citywide tournaments for all age groups and genders.

III. SCHEDULE

Key Dates for This Proposal:

RFP Released:	December 22, 2011
Pre-Proposal Conference:	January 5, 2012 at 10:00 a.m. at City Hall, Room 204
Question(s) Submittal:	January 6, 2012 at 12:00 noon (purchasing@newtonma.gov)
Question(s) Answered:	January 9, 2012
Proposal Submittal:	January 12, 2012 at 10:00 a.m.

III. BACKGROUND

The tennis courts are located on the grounds of the Newton Centre Playground located on Tyler Terrace in Newton Centre. There are five courts with Har-Tru surfacing entirely enclosed by a fence. There is a bang board court outside of the fence at the eastern end of the courts. To the rear of the eastern end of the courts, outside of the fence there is a shed that can be utilized for storage. The courts have an automatic irrigation system that was installed in 1999. Tennis courts City Wide are also available for instructional and tournament purposes. Hours available for use of the Un-reserved courts are from 9:00 a.m. until dusk. If there are courts with lights, the hours would be 9:00a.m. to 10:00 p.m. All the hours are predicated on public use.

IV. CURRENT SITUATION

The City, under the jurisdiction of the Parks and Recreation Department owns the tennis courts. The clay courts were managed and maintained by a private contractor for the 2009 through the 2011 seasons. City 'Wide Lesson' program were also provided by private contractor for past 12 years. A reporting system as outlined in section V1 – 2 shall be used by the contractor for maintenance and reporting procedures.

V. INSTRUCTIONS TO TENNIS MANAGEMENT FIRMS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 a.m., January 12, 2012.**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

- B. **SUBMISSION OF PROPOSAL**

One original and 3 Copies of the TECHNICAL AND **one original (no copies)** of the PRICE PROPOSALS MUST BE SUBMITTED IN **SEPARATE SEALED** ENVELOPES, PLAINLY MARKED:

“TECHNICAL PROPOSAL - RFP #12-31 TENNIS COURT MANAGEMENT SERVICES

AND

“PRICE PROPOSAL - RFP #12-31 TENNIS COURT MANAGEMENT SERVICES

ALONG WITH YOUR COMPANY’S NAME ON BOTH ENVELOPES

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed in writing, no later than, January 6, 2012 at 12:00 noon to:

purchasing@newtonma.gov or facsimile (617) 796-1227

Rositha Durham, *Chief Procurement Officer*

Purchasing Department

City of Newton

1000 Commonwealth Avenue

Newton, MA 02459

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, you must make your company known to the City of Newton Purchasing Dept. by emailing or faxing your companies: name, address, phone and fax number and include the RFP NUMBER (#12-31) you would like to be recorded as taking out. It is the contractors sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City’s website www.ci.newton.ma.us/bids

All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals. Technical proposals must acknowledge addendum on the first/Transmittal page. Price proposals shall have a line for proposers to acknowledge each addendum.

- D. EXAMINATION OF DOCUMENTS:** Each Tennis Management Firm shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Tennis Management Firm shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference for prospective Tennis Management Firms will be held at: **10:00 a.m., January 5, 2012** in the office of the Chief Procurement Officer, Rm. 204, Newton City Hall, Newton Centre, MA. At that time, prospective Tennis Management Firms can discuss with representatives of the City any questions or problems they might have regarding the project. Subsequent to this meeting, if necessary, an Addendum will be issued in order to clarify any questions that may arise as a result of the conference.
- F. PROPOSAL ACCEPTANCE AND REJECTION.** The City will give notice of the acceptance of the proposal to the successful Tennis Management Firm by mailing USPS an award letter to the Tennis Management Firm's address stated in the proposal. The successful Tennis Management Firm shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Tennis Management Firm fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any Tennis Management Firm to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Tennis Management Firm if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each "Out-of-State" Tennis Management Firm shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- G. PRICE PROPOSAL.** The amount to be paid to the City shall consist of a minimum amount of \$38,500 for the first year or a percentage of all gross revenues from the operation of the tennis courts tennis lessons and tournament, whichever is greater. Tennis Management Firms shall use Attachment A to this RFP in submitting the price proposal. Year two shall be a minimum of \$40,000 and year 3 of this contract shall be a minimum of \$41,500.
- H. TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Tennis Management Firm satisfies the minimum criteria set forth in Section VII of this RFP together with the Tennis Management Firm's response to the evaluative criteria set forth in Section VIII.
- I. ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- J. PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Tennis Management Firm and shall not be chargeable in any manner to the City of Newton or the City.
- K. CONTRACT AND TERM.** After selection of the successful proposal, the successful Tennis Management Firm and the City shall execute a written contract containing the terms of this RFP and the successful Tennis Management Firm's response, together with any changes to the service plan negotiated by the parties. Such contract shall not take effect until signed by both parties and approved by the Mayor of the City of Newton. **The term of the contract shall extend from day of execution of contract through December 31, 2012. There will be two (2) one-year renewal options available through December 31, 2014, at the sole discretion and approval by the City.** The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the management firm and the City.
- L. METHOD OF PAYMENT.** Management firm shall be required to remit monies due the City on a weekly basis for the months of April through December. Monies shall be payable on Monday of each week or the Tuesday immediately following a

Monday Holiday. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.

- M. **INSURANCE REQUIREMENTS** - The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.
- N. **UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the tennis courts, will be borne by the City.
- O. **MATERIALS AND SUPPLIES.** Management Firm is required to supply all materials necessary to maintain the clay tennis courts, tennis lessons and tournaments etc.
- P. **CLAY TENNIS COURT FEES AND CHARGES.** Permit fees and daily fees must be approved by the Newton Parks & Recreation Commission. The present fee schedule is attached hereto ATTACHMENT - C. The management firm must present their fee proposal to the Commission prior to April 27, 2012 (the first year of this contract and prior to March 15 of each subsequent year of the agreement for the forthcoming season. The Commission shall establish all fees for the forthcoming season prior to April 1 for each year of the agreement.
- Q. **PROGRAM FEES AND CHARGES.** Fees charged for tennis lesson and tournaments shall have the prior approval of the Commissioner of Parks and Recreation prior to any publication of such fees.
- R. **BOOKS AND RECORDS-** The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. Upon request by the City, the Management firm shall also provide monthly financial reports on the operation of the Newton Centre Tennis Courts, lessons and tournaments in a form satisfactory to the City. The Contractor is to provide the Departments Book Keeper with direct access to their electronic registration program for purposes of reconciliation of registrations and participant registrations.
- S. **PERFORMANCE BOND.** Management firm will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond in the penal sum of two thousand dollars (\$2,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.
- T. **FORCE MAJEURE.** Neither the City nor the management firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- U. **TERMINATION** Management firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- V. **NON-DISCRIMINATION/EQUAL OPPORTUNITY.** Management firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
- W. **ASSIGNMENT.** Management firm shall not assign or subcontract any portion of the operation without prior written approval from the City.
- X. **INDEPENDENT CONTRACTOR.** Management firm and its employees will operate as an independent contractor and are not considered to be City of Newton employees. All members of the management firm must be CORI-ed.
- Y. **NOISE ORDINANCE.** The City of Newton has a noise ordinance in effect that restricts the Management Company from running motorized equipment before the hours of 7:00 a.m. weekdays and 9:00 a.m. on weekends and holidays and after dusk any day of the week.

SCOPE OF SERVICES

A. CLAY TENNIS COURT MANAGEMENT

1. **Hours and Days of Operation.** The primary operating period shall be start up court preparation April 1 – May 1 of each year of the agreement. Pre season May 1 – Memorial Day, regular season is the day after Memorial Day to September 30 and post season October 1 to October 31. Daily, 9:00 AM to dusk, seven days per week, weather permitting. The tennis courts may be operated earlier than April 1 and later than November 1, provided that the management firm can justify that use during these periods is not going to do harm to the courts. Changes to the operating schedule can be made only with the written approval of the City.
2. **Maintenance.** Management firm will accept all properties, facilities, and equipment “as is” in their presently existing condition. Management firm shall, at its own expense, maintain the clay tennis courts, bearing the start-up and closing costs as well as on going court maintenance throughout the season. It is further understood that management firm will provide the City a monthly management report consisting of attendance of lessons and permitted play, income of permit sales, maintenance schedule including watering times, rolling schedule and addition of calcium for the month, in a format approved by the City that shall include maintenance undertaken, amount of irrigation used, and other minor repairs that may have been performed. Any repairs to the irrigation system, fencing and the associated shed will be not be made without the prior consent of the City.

3. Minimum Staffing.

On-Site Manager. It is the intent of the City to have an individual who is associated with the management firm who is qualified and will serve as the on-site manager of the Newton Centre Tennis Courts. Such individual must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Newton Centre Tennis Courts. The on site manager will need to be equipped with a cellular phone for residents and permit holders for customer service purposes. Management must provide electronic courtside reservations and internet reservations.

B. SCOPE OF SERVICES CITY WIDE TENNIS LESSON PROGRAM

A. Objectives

1. Provide a high-quality City Wide tennis lesson program for the City of Newton.
2. Expand the numbers of community members participating and gaining enjoyment from the City Wide tennis program.
3. Set up and maintain a qualified tennis teaching staff capable of running a large tennis operation.
4. Maintain a high degree of staff stability for program consistency in delivering lessons with the same personnel on a lesson to lesson basis.

B. Responsibilities

1. Teach tennis lessons.
2. Promote tennis in Newton.
3. Hire, train and direct staff in running tennis programs.
4. Create new tennis programs for the City of Newton.
5. Administer the registration process, including the option of on-line registration.
6. Work smoothly with a wide variety of City departments, officials and employees.

C. Reporting Relationship

1. The Tennis Management Firm reports directly to the Parks and Recreation Commissioner or his Designee.
2. All lessons and other programs must be approved on a case by case basis by the Parks and Recreation Commissioner.
3. The Tennis Management Firm is primarily responsible for taking in registration forms and creating program rosters. All registration forms will be collected by the Parks & Recreation Department, and turned over to the Tennis Management Firm.

4. Parks and Recreation will allow the Tennis Lesson Program to utilize the credit card charge system established by Parks and Recreation, all service fees for tennis program to be deducted from the gross income for this service.
5. The Parks and Recreation administrative staff will assist the Tennis Management Firm with the aforementioned administrative tasks on occasion. This help will be granted or denied at the discretion of a Parks and Recreation Manager. The administrative responsibility ultimately remains that of the Tennis Management Firm.
6. The administrative staff will respond to phone calls that come into the department to the best of their ability. The Tennis Management Firm will provide scheduling and other basic information to the administrative staff for this purpose.

D. Financial Relationship

1. All checks for tennis lessons and other tennis programs will be made payable to The City of Newton, and will be delivered to the Parks and Recreation office in accordance with the Recreation Department revenue collection policy. See attachment D.
2. The city will retain its share of these funds as detailed in the price proposal section of this RFP, and pay the balance to the Tennis Management Firm upon invoice. Invoices will be accepted for payment weekly.
3. The Tennis Management Firm will be responsible for all expenses associated with the tennis lesson program inclusive of staff, advertising, registrations and all other program expenses.
4. Promotional, marketing, sales and equipment expenses will be borne by the Tennis Management Firm, with the exception of circumstances that have prior approval of the Parks & Recreation Commissioner.

E. Location (s)

1. The Tennis Management Firm will provide his/her own office space, but will work in the Newton Parks and Recreation Department office when necessary.
2. The Tennis Management Firm will make proposal to Commissioner of Parks and Recreation on which sites the firm would like to use by February 1 of each year of the contract in effect.

F. Existing Programs:

1. Children: Current programs include after school and weekends during the Spring and Fall and on weekday mornings and afternoons in the summertime.
2. Adults: spring, summer, and fall two-to-four nights per week.
3. Adults: spring, summer and fall two-to-four mornings per week.
4. Minimum number of total programs for children and adults in the spring is 30, fall is 30 and the summer is 100.
5. Current program level is approximately 1,500 participants per year.

C: SCOPE OF SERVICES TENNIS TOURNAMENTS

Technical Proposal - Scope of Services:

1. Tennis Management Firm will organize, promote and conduct a minimum of one city-wide tennis tournament per year. The tournament will have divisions for various levels of youth and adults.
2. Tennis Management Firm should recommend future proposals for other tournaments and leagues.
3. The Tennis Management Firm will recommend fees for all tournaments or leagues that must be accepted by the Commissioner of Parks and Recreation prior to any printed materials or advertising of the event(s).

MINIMUM CRITERIA

All Tennis Management Firms must meet the following minimum criteria in order to be considered for further evaluation:

A. HAR-TRU TENNIS COURT MANAGEMENT AND MAINTENANCE

1. Five (5) years' experience by the Tennis Management Firm, managing and maintaining a minimum five (5) public or private courts, preferably Har-Tru courts.
2. Three (3) years' Management experience by the individual that will manage the staff and maintenance routine of the Newton Centre Clay Courts.
3. The on site manager must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Newton Centre Tennis Courts.
4. The on site manager will need to be equipped with a **cellular phone** for residents and permit holders for customer service purposes.

B. CITY WIDE TENNIS LESSON PROGRAM

1. Tennis Management Firm must be a certified member of the USPTA (United States Professional Tennis Association) at a P1, P2 or P3 level for at least ten years; or a certified member of the PTR (Professional Tennis Registry) at an 'A', 'I', or 'P' level for at least ten years; and demonstrates a wide range of tennis teaching experience in a wide range of settings.
2. Tennis Management Firm must provide a copy their current USPTA P1 grade certification as well as their current USPTR P grade certification.
3. Tennis Management Firm has taught tennis in three or more different municipal recreation departments.
4. Tennis Management Firm has directed staff of ten or more tennis instructors for a minimum of five years.
5. Tennis Management Firm has received training specifically geared toward teaching tennis in public recreation environments. Evidence of training by an employer who runs public recreation programs or evidence of attending USTA workshops on the subject are some, but not the only examples that a Tennis Management Firm may present.
6. Tennis Management Firm must demonstrate a track record for building and maintaining a strong staff for a recreation department consisting of the following: a) at least ten tennis teachers total. b) at least five of these teachers who are USPTA P1, P2 or P3, or USPTR P,I,A, certified. c) at least one teacher other than the director who is both USPTA P1 and USPTR P certified.
7. Tennis Management Firm demonstrates a track record of success directing a municipal tennis program which enrolls at least one thousand five hundred (1600) players per year.
8. Municipal tennis program directed by Tennis Management Firms, described in 7 above Operates throughout spring, summer and fall.
9. Municipal program directed by Tennis Management Firms, described in 7 above includes all of the following components: Morning and Evening Adult lessons. Morning and Afternoon Children's Lessons, Weekend Children's Lessons, and Weekend Adult Lessons.
10. Municipal program directed by Tennis Management Firms, described in 7 above has maintained a stable staff where at least 3 of the same certified teaching professionals have taught in the program continuously for 3 years. (Copies of current certifications will be due at time of contract issue on an annual basis).

11. In Municipal program directed by Tennis Management Firm, described in 7 above, Tennis Management Firm him/herself demonstrates active record for being constantly involved in all critical daily operations. Tennis Management Firm him/herself teaches in the program and performs on-court supervision of other instructors.
12. Tennis Management Firm is fully versed and currently employing an electronic (computerized) registration system to handle all student registration. Successful contractor must provide on-line registration and is encouraged to provide courtside registration beginning with the second year of this contract. The City will support this with exploring the ability of the contractor to remotely connect to the Department registration program.
13. Tennis Management Firm maintains current web site for informational purposes inclusive of specific information related to lesson cancellations due to weather and class availability for all classes regarding the tennis lesson program.
14. Tennis Management Firm has directed a municipal tennis program that utilizes tennis courts at five or more different locations each season.
15. Tennis Management Firm must provide complete resume of history of firm and all its principals, including the most recent contracts within the past year and a list of all municipal agencies they have worked for.

C. Organize, Promote and Conduct City-Wide Tournament

1. Tennis Management Firm has (5) five years experience managing city-wide tennis tournaments.

COMPARATIVE CRITERIA

Proposals shall be evaluated based on the following criteria:

A. HAR-TRU TENNIS COURT MANAGEMENT

1. **The ability of management firm to manage, maintain and operate public Har-Tru tennis courts.**

Highly Advantageous - More than five(5) years' actual on-site experience by all the principals of the management firm, at five (5) or more public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

Advantageous - Three (3) years actual on-site experience by one or more of the principal(s) of the management firm, at five (5) public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

Not Advantageous - Less than three (1) year (complete outdoor tennis season) actual on-site experience by all of the principal(s) of the management firm; or experience involving operation of tennis courts which failed to generate income.

Unacceptable - No experience in the management, maintenance or operation of public or private tennis courts.

2. **Management firm's plan to provide required maintenance at the Newton Centre Tennis Courts that would make available a level of play that is comparable to area public and private outdoor clay tennis courts.**

Highly Advantageous - Submission of a plan for maintenance of Har-Tru tennis courts that would not require an increase in fees or require any funding from the City.

Advantageous - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees and not require any additional funding from the City.

Not Advantageous - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees and would require additional funding from the City.

Unacceptable - No maintenance plan submitted.

3. **Management firm's plan to provide additional incentives to increase the amount of play by Newton residents, by youth and seniors and to increase community spirit and public awareness of the tennis courts as a community resource.**

Highly Advantageous - A plan which sets forth at least three (3) specific incentives which will be offered by the management firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the tennis courts as a community resource. Such plan would involve no cost to the City.

Advantageous - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the tennis courts as a community resource. Such plan would involve no cost to the City.

Unacceptable - No plan; a plan which involves cost to the City; a plan which sets forth incentives which are tentative or which are not in keeping with the character of the tennis courts as a community resource.

4. **Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the tennis courts.**

Highly Advantageous - A plan which specifically details an accurate method for recording and accounting for revenues that are taken in as part of the tennis court operation; and includes a comprehensive report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the person who would be submitting this information to the City.

Advantageous - A plan which generally describes an accurate method for recording and accounting for revenues that are taken in as part of the tennis court operation; and includes a report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the staff position who would be submitting this information to the City.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in as part of the tennis court operation; or does not have a method for the City to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the City.

B. CITY WIDE TENNIS LESSON PROGRAM

1. Teaching Tennis and Directing Staff

The extent of the Tennis Management Firm's personal, recent, direct on-court experience teaching and supervising municipal tennis clinics.

--*Highly Advantageous*: Tennis Management Firm has been personally on court teaching and supervising municipal tennis clinics steadily for at least the past five years up to the present day.

--*Advantageous*: Tennis Management Firm has been personally on court teaching and supervising municipal tennis clinics steadily for at least the past three years up to the present day.

--*Not Advantageous*: Tennis Management Firm has not been personally on court teaching and supervising municipal tennis clinics steadily during the past three years.

2. Promotions and Marketing

The extent of Tennis Management Firm's experiences promoting a municipal tennis program and/or a community tennis association by marketing directly through the schools via an advertising campaign.*

--*Highly Advantageous*. Tennis Management Firm has at least five years experience.

--*Advantageous*. Tennis Management Firm has at least three years experience.

--*Not Advantageous*. Tennis Management Firm has less than three years experience.

*Note: Tennis Management Firm is required to submit two paragraphs explaining how his/her schools' promotion program worked and what success it achieved. Also required are samples of materials used in schools' marketing campaign and evidence of numbers of years campaign was run.

3. The extent of experience promoting a municipal tennis program and/or a community tennis association **through a mail marketing campaign**.*

--*Highly Advantageous*. Tennis Management Firm has at least five years experience.

--*Advantageous*. Tennis Management Firm has at least three years experience.

--*Not Advantageous*. Tennis Management Firm has less than three years experience.

*Note: Tennis Management Firm is required to submit materials used in municipal tennis program and/or community tennis program mail marketing campaign, including evidence of the years' campaign was run.

4. The extent of experience promoting a municipal tennis program and/or a community tennis association **through telemarketing**.*

--*Highly advantageous*. Tennis Management Firm has at least five years experience.

--*Advantageous*. Tennis Management Firm has at least three years experience.

--*Not Advantageous*. Tennis Management Firm does not have at least three years experience.

*Note: Tennis Management Firm is required to submit a written explanation of the way phone marketing program was conducted.

5. The extent of experience promoting a municipal tennis program and/or a community tennis association **through print media**.*

--*Highly Advantageous*. Tennis Management Firm has at least five years experience.

--*Advantageous*. Tennis Management Firm has at least three years experience.

--*Not Advantageous*. Tennis Management Firm does not have at least three years experience.

*Note: Tennis Management Firm is required to submit evidence used in print media campaign to substantiate claim of experience.

6. The extent of experience promoting a municipal tennis program **through the internet**.

--*Highly Advantageous*. Tennis Management Firm maintains an Internet site for a municipal tennis lesson program.

--*Advantageous*. Tennis Management Firm maintains an internet site to market a non-municipal program, product or service other than tennis.

--*Not Advantageous*. Tennis Management Firm does not use the internet to market a product or service.

C. Total Leadership of a Tennis Program serving a population in excess of 60,000

1. The extent of Tennis Management Firm's experience **directing, promoting and administering a tennis program for a population in excess of 60,000**

--*Highly Advantageous*. Tennis Management Firm has at least five years experience in a municipality with a population of 60,000 or more.

--*Advantageous*. Tennis Management Firm has at least three years experience in a municipality with a population of 30,000 or more.

--*Not Advantageous*. Tennis Management Firm does not have at least three years experience in a municipality with a population of 30,000 or less.

D. CITY WIDE TENNIS TOURNAMENTS

1. The ability of the management firm to organize, promote and conduct a city- wide tennis tournaments

Highly Advantageous – Tennis Management Firm has more than five (5) years experience managing tennis tournaments.

Advantageous – Tennis Management Firm has three (3) to five (5) years experience managing tennis tournaments.

Not Advantageous – Tennis Management Firm has less than three (3) years experience managing tennis tournaments.

Unacceptable - Tennis Management Firm has no experience managing tennis tournaments.

2. Tennis Management Firm's ability to recommend future proposals for other tournaments and leagues.

Highly Advantageous – Tennis Management Firm will recommend (4) four other tournaments or leagues.

Advantageous – Tennis Management Firm will recommend (3) three other tournaments or leagues.

Not Advantageous – Tennis Management Firm will recommend (2) two other tournaments or leagues.

Unacceptable - Tennis Management Firm will recommend (1) one or fewer tournaments or leagues.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Tennis Management Firm offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and eligible Tennis Management Firm” shall be defined as a Tennis Management Firm who has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A thorough reference check will be performed by Parks and Recreation Staff to determine the qualifications and past history of tennis management firms previous contract(s) of comparable size.

In evaluating Proposals, the City will consider the qualifications of only those Tennis Management Firms whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such Tennis Management Firm fails to satisfy the City that the Tennis Management Firm is properly qualified to carry out the obligations of the contract.

PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Management firm's technical proposal shall be signed by a duly authorized representative of the Tennis Management Firm and submitted on **Attachment B** and shall include narrative descriptions for Evaluative Criteria contained in Section VII. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the Tennis Management Firm at the bottom:

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked **"RFP #12-31 - Technical Proposal - Newton Centre Tennis Court Operation Services."**

2. **Price Proposal.** Management firm's fee (percentage of gross income) to be paid to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the Tennis Management Firm and **placed in a separate sealed envelope marked " RFP #12-31 Price Proposal – Newton Centre Tennis Court Operation Services."**

END OF SECTION

Attachment A
Price Bid Proposal

Price Proposal – RFP#12-31 - *Tennis Court Management Services*

**Newton Centre Clay Tennis Courts Maintenance and Management &
City Wide Tennis Lessons**

*This form must be completed and placed in a **separate** sealed envelope marked*

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Above Bidder Proposes to Pay to the City of Newton, % (_____ Percent) of the gross revenue from the maintenance of the clay tennis courts, tennis lessons and tournaments. In the event that the percentage as bid is less than \$38,500 annually, the bidder agrees to pay no less than \$38,500 the first year of the contract, \$40,000 the second year and \$41,500 the third year.

Signature of Tennis Management Firm: _____

Name of Tennis Management Firm: _____

Date: _____

END OF SECTION

Attachment B

Newton Centre Har-Tru Tennis Courts Maintenance and Management & City Wide Tennis Lessons

Technical Proposal

*This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
Technical Proposal - Tennis Court Management Services*

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Signature of Tennis Management Firm: _____

Name of Tennis Management Firm: _____

Date: _____

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any Tennis Management Firm submitting a proposal must satisfy the following criteria in order for its proposal to be considered. Accordingly, Tennis Management Firms must supply information showing the following:

1. Five (5) years' experience or its equivalent by the management firm managing five (5) public or private Har-Tru tennis courts and providing lessons and running tournaments City Wide basis.

List Name of Tennis Courts, Years Managed, Location and Reference to contact. Supply resume.

2. Five (5) years' experience or its equivalent by the Tennis Management Firm maintaining Har-Tru courts.

List Name of Tennis Courts, Years Maintained, Location and Reference to contact.

Plan for required maintenance at the Newton Centre Tennis Courts that would make available a level of play that is comparable to area public and private outdoor clay tennis courts.

(Attach proposed maintenance plan, including start-up, on-going maintenance and shutdown).

3. Plan to provide additional incentives to increase the amount of play by Newton residents, by youth and seniors and to increase community spirit and public awareness of the tennis courts as a community resource.

(Attach plan that specifies the actions and programs that will be undertaken to provide for incentives that will allow continued growth of the play on the courts and that will increase community spirit and public awareness.)

4. Detailed description of the method to be used to ensure the accountability for all revenues generated at the tennis courts.

(Attached description should show in detail how the revenues will be collected and recorded. The method in which these revenues are reported to the City and how the amounts can be verified by the City.)

Attachment C

NEWTON CENTRE CLAY TENNIS COURTS RULES AND REGULATIONS 2011

RESERVE COURT PLAY:

- ALL PLAYERS MUST PURCHASE A SEASON PERMIT OR PAY THE HOURLY FEE TO PLAY ON THE NEWTON CENTRE CLAY COURTS. Permits may be obtained at the courts.
- PERMIT HOLDERS WHO BRING A GUEST,(NON-PERMIT HOLDER) ARE RESPONSIBLE FOR MAKING SURE HOURLY FEE IS PAID TO ATTENDANT.
- ALL PLAYERS MUST CHECK IN WITH COURT ATTENDANT PRIOR TO ENTERING THE COURTS. PERMIT AND DRIVERS LICENSE MUST BE SHOWN AT THIS TIME, OR GUEST FEE MUST BE PAID.
- PERMIT HOLDERS MAY RESERVE A COURT UP TO SEVEN DAYS IN ADVANCE. NON PERMIT HOLDERS MAY NOT RESERVE A COURT.
- A PERMIT HOLDER MAY HAVE ONLY ONE COURT RESERVATION ON THE BOOKS AT A TIME. PERMIT HOLDERS MUST FINISH USING THAT TIME BEFORE THEY MAY BOOK ANOTHER COURT.
- A MAXIMUM OF ONE (1) HOUR MAY BE BOOKED FOR SINGLES. ONE PERMIT HOLDERS NAME IS REQUIRED TO BOOK THIS COURT. A MAXIMUM OF TWO (2) HOURS MAY BE BOOKED FOR DOUBLES PLAY. TWO PERMIT HOLDERS NAMES ARE REQUIRED TO BOOK THIS COURT.
- PLAYERS ARE NOT ALLOWED TO USE A 2 HOUR DOUBLES BOOKING FOR SINGLES PLAY. IF ONLY 2 PLAYERS SHOW UP FOR A DOUBLES BOOKING, THEY FORFIT THE 2ND HOUR.

ANY PLAYER WHO INTENTIONALLY OR REPEATEDLY MAKES A 2 HOUR DOUBLES BOOKING, FOR THE PURPOSE OF PLAYING SINGLES WILL HAVE BOOKING PRIVILAGES TERMINATED WITHOUT A REFUND.

- IF AT LEAST ONE PLAYER IS NOT PRESENT AT THE START OF THE HOUR FOR WHICH A COURT IS BOOKED, COURT IS IMMEDIATELY GIVEN TO WAITING PLAYERS. BY FIVE MINUTES PAST THE HOUR TWO PLAYERS MUST BE ON THE COURT, OR BOOKING IS FORFIETED AND COURT IS GIVEN TO WAITING PLAYERS.

ALL PLAYERS ARE REQUIRED TO SWEEP THE COURT AFTER USE IN A MANNER THAT IS APPROVED BY COURT ATTENDANT.

WHEN GATES ARE LOCKED, NO PLAY IS PERMITTED AND NO PLAYER IS ALLOWED ENTRY INTO THE COURTS.

NEWTON CENTRE CLAY COURTS DATES & TIMES OF OPERATION

All hours are subject to change. Permit holders reserve times:

Pre-season:	May 1 – May 26	Mon. – Fri.	9:00 – Noon	4:00 – 8:00PM
	Sat. & Sun.	9:00 – 1:00	4:00 – 6:00PM	
Regular season:	May 27 – September 1	Mon. – Fri.	9:00 – Noon	3:00 – 8:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM	
Post season:	September 2 – October 15	Mon. – Fri.	9:00 – Noon	3:00 – 6:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM	

Closed for maintenance daily during regular season Mon – Fri. Noon to 3:00; Sat & Sun. 1:00 – 3:00PM. Regular Maintenance times may change or additional maintenance times will be required occasionally and courts will be closed. SPECIAL EVENTS AND CLINIC TIMES WILL BE POSTED AT THE COURTS

Pre-bookings for Clinics and special events will be posted.

NON-RESERVED COURT PLAY: is on a strict first come first serve basis. Court changeover will be on the hours.

HARD COURT PLAY: Weekdays – No play before 9:00AM or after Dusk including practice
Weekends - No play before 9:00 AM or after Dusk including practice
NOTE: If the courts have lights play is allowed until 10:00PM

NEWTON CENTRE CLAY TENNIS COURTS FEE STRUCTURE – 2011

SEASON PERMIT RATES

SEASON PERMIT FEES ARE NON-REFUNDABLE

	Resident Adult	\$140.00
Resident Student (under 18)	\$ 75.00	
Non-Resident Adult	\$175.00	
	Non-Resident Student	\$125.00
HOURLY RATES*		
Resident Adult	\$ 10.00	
Resident Student (under 18)	\$ 7.00	
	Non-Resident Adult	\$ 12.00

*** Non-permit holders, if courts are available – reservations are not permitted**

**NEWTON PARKS AND RECREATION DEAPRTMENT
70 CRESCENT STREET
AUBURNDALE, MA 02466
2011**

SETTI D. WARREN
ROBERT DERUBEIS
STEPHANIE LAPHAM

MAYOR
COMMISSIONER
RECREATION MANAGER

OFFICE HOURS: Monday – Friday 8:30AM – 5:00PM

PHONE: 617-796-1500

FAX: 617-796-1512

RESERVED COURTS: (Tentative start date) May 1, 2011 - October 15, 2011

5 C Newton Centre Playground, Tyler Terrace, Newton Centre

UNRESERVED COURTS – PERMITS NOT NECESSARY

HOURS: 9:00AM – DUSK LIGHTED COURTS OPEN TIL 10:00PM

3	H	Angier School, Beacon Street, Waban
2	H	Auburndale Playground, West Pine Street, Auburndale
4	H	Burr Park, Waverley Avenue, Newton Corner
2	H	Burr School, Pine Street, Auburndale
2	H	Cabot Park, Eastside Parkway, Newtonville
3	H	Cold Springs Park, Beacon Street, Newton Highlands
2	H	Lower Falls Playground, Grove Street, Newton Lower Falls
2	H	Pelligrini Playground, Hawthorn Street, Nonantum
2	H	Memorial Playground, Stein Circle, Newton Centre
2	H	Newton Highlands Playground, Winchester Street, Newton Highlands
10*	H	Newton North High School, Hull Street, Newtonville
12*	H	Newton South High School, Brandeis Road, Newton Centre
2	H	Russell J. Halloran, Albemarle Road, Newtonville
2	H	Stearns Playground, Jasset Street, Nonantum
2	H	Upper Falls Playground, Chestnut Street, Newton Upper Falls
7	H	Warren House, Washington Street, West Newton
4	H	Weeks House, Locksley Road, Newton Centre
1	H	Wellington Playground, Kilburn Road, West Newton
2	H	Ward School, Dolphin Road, Newton Centre

71 Courts 66 Hardsurface (H) 5 Clay (C)

*Lighted Courts

END OF SECTION

Attachment D

Revenue Collection Procedure

1. When cash is collected, collector will give the user a pre-numbered tag as a receipt for the cash collected.
2. At the end of each day, collector will reconcile sales by matching the number of tags distributed with the revenue that was received.
3. Cash and checks are to be deposited on a daily basis.
4. If checks can not be deposited on a daily basis, they are to be kept on site in a fire proof safe and deposited the following business day. If no fire proof safe is available on site then the cash and checks are to be taken to the Parks & Recreation Office for safekeeping on the day of collection. If the Parks & Recreation Department is not open, then cash and checks must be brought to the bank and deposited in the night depository. The following business day the receipt from the bank deposit must be picked up and brought to the Parks & Recreation Department for recording.
5. Receipt books are to be handed out by the Principal Bookkeeper to Recreation Managers, prior to the beginning of their programs that anticipate the collection of cash.
6. Deposits that are made by the Recreation Managers should reflect the registration numbers of the receipts that were associated with that deposit.
7. Managers will be assigned a key to the night deposit at Citizens Bank, located at 305 Walnut Street, Newtonville. All deposits are to be made at that site.
8. Managers will be assigned a stamp that is to be used to stamp each check prior to deposit. Stamps will be handed out by the Principal Bookkeeper and returned at the completion of the program.
9. When the receipt book is empty, the Manager will return the book to the Principal Bookkeeper so that the Bookkeeper can reconcile the receipt book to the deposits. Principal Bookkeeper will then reconcile with Deputy Commissioner.
10. Cash or checks are not to be taken home at any time for safekeeping.
11. Each site that collects cash will set aside a set amount at the beginning of each session to deal with change. Only those programs and facilities that anticipate having to make change should set up such an account. At the end of the season the account is to be recorded with the Comptroller and the balance used as the basis for the next session.

All such petty cash authorizations must be in writing and must include identification of a City employee who is required to assume personal responsibility for petty cash funds in their custody prior to funding of the petty cash advance. Petty cash custodians are also required to acknowledge agreement with the City's policies governing the use of petty cash advances prior to the disbursement of the cash to create petty cash accounts from the City treasury.

Petty cash advances are to be kept in a secure location at all times. In the event that a theft occurs in a petty cash advance, the custodian must notify the Newton Police Department and Comptroller immediately. A copy of a police report must be filed with the Comptroller within 24 business hours of the discovery of theft.

Prior to the disbursement of any petty cash funds, the custodian must obtain an original receipt for an authorized purpose from either the vendor providing goods or services or the employee requesting reimbursement. The sum of petty cash disbursement receipts and cash on hand must total the authorized amount of the petty cash account at all times. Unannounced physical counts of petty cash accounts may be performed by the Comptroller's Office, the Newton Public Schools Business and Finance Office, and/or the City's independent auditors at any time.

12. Parks & Recreation employees are not to reimburse the city by writing checks against cash received from any program associated with the Parks & Recreation Department.

13. If a program/trip requires a check prior to the services being rendered, the Manager is required to submit paperwork, seeking funding, no later than the noontime on the Friday, two weeks prior to the program/trip through the Treasurer's Office. When the check is ready prior to program, Manager will pick up the check at the Treasurer's Office. Manager will sign for check when it is received.
14. When the check is presented to the payee, it is required that the Manager receive a receipt. The receipt will be given to the Principal Bookkeeper, who will then reconcile with the Comptroller's Office.
15. If cash is given back to the Manager, the Manager will present the receipt and cash to the Principal Bookkeeper, who will then reconcile with the Comptroller's Office.

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT
FOR
TENNIS COURT MANAGEMENT SERVICES

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Commissioner of Parks and Recreation but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of **Tennis Court Management Services** with respect to its Tennis Programs; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. 12-31, dated _____, 2012 issued by Rositha Durham, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of _____, each dated _____, 2012 and signed by _____, (hereinafter,

"Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Commissioner of the Parks and Recreation Department shall designate a contact person from his/her staff to work with the Contractor. The Contractor shall have the use of the Newton Centre Tennis courts, Tyler Terrace, Newton Centre.

3. Term of Agreement

The term of the contract shall extend from day of execution of contract through December 31, 2012. There will be two (2) one-year renewal option available through December 31, 2014, at the sole discretion and approval by the City.

4. Payment procedures

Management firm shall be required to remit monies due the City on a weekly basis for the months of April through December. Monies shall be payable on Monday of each week or the Tuesday immediately following a Monday Holiday. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.

5. Reporting procedures

Prior to instituting any lessons or other programs or events associated with the Tennis Program, the contractor is required to receive approval from the Commissioner of Parks & Recreation or her designee.

All fee structures associated with the Tennis Management and Maintenance Program are to be approved by the Commissioner of Parks & Recreation or her designee prior to implementation.

At the end of each month of the contract, the contractor will be required to submit an accounting to the Commissioner of Parks & Recreation.

6. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of her employees and agents hereunder and agrees that she will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

7. Insurance

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

10. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals."

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

No City monies are obligated by
this contract.

I certify that the Mayor, or his
designee, is authorized to execute
contracts and approve change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Commissioner of Parks & Recreation

Date _____

Approved as to Legal Form and
Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **proposal.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.